

SASSA: 03-22-SCM-LP

INVITATION TO BID

SASSA: 03-22-SCM-LP: TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF STATIONERY TO THE SOUTH AFRICAN SOCIAL SECURITY AGENCY IN LIMPOPO REGION FOR A PERIOD OF 36 MONTHS

THERE WILL BE NO BRIEFING SESSION

PROPOSALS MUST BE DEPOSITED IN THE BID HELD BOX SITUATED AT:

**: SASSA Limpopo Regional Office
48 Landros Maré
Polokwane
0699**

**CLOSING DATE : 13 July 2022
TIME : 11:00**

TECHNICAL ENQUIRIES CAN BE DIRECTED TO:

**CONTACT : MS CHARITY SEKHUKHUNE @ (015) 291-7585
CharityS@sassa.gov.za**

SUPPLY CHAIN MANAGEMENT ENQUIRIES CAN BE DIRECTED TO:

**CONTACT : MR ANDRIES SIBIYA @ (015) 291-7617
AndriesSib@sassa.gov.za**

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South African Social Security Agency
Limpopo Region

43 Landros Mare Street • Polokwane 0699
Private Bag 93677 • Polokwane 0700
Tel: +27 15 291 7400 • Fax: +27 15 291 7396
www.sassa.gov.za

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)			
BID NUMBER:	SASSA: 03-22-SCM-LP	CLOSING DATE: 13/07/2022	CLOSING TIME: 11:00
DESCRIPTION	TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF STATIONERY TO THE SOUTH AFRICAN SOCIAL SECURITY AGENCY IN LIMPOPO REGION FOR A PERIOD OF 36 MONTHS		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			
SASSA, 48 LANDROS MARE STREET			
POLOKWANE, 0699			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Andries Sibiya	CONTACT PERSON	Charity Sekhukhune
TELEPHONE NUMBER	015 291 7617	TELEPHONE NUMBER	015 291 7585
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A
E-MAIL ADDRESS	AndrieSib@sassa.gov.za	E-MAIL ADDRESS	CharityS@sassa.gov.za
SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	086	NUMBER
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.*

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
 (Proof of authority must be submitted e.g. company resolution)

DATE:

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.efiling.co.za



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

If "Good standing", please state the purpose of this application
.....
.....

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no	Company/Close Corp. registered no		
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no		Fax no	
E-mail address			
Physical address			
Postal address			

Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no		Fax no	
E-mail address			
Physical address			

Particulars of tender (If applicable)

Tender number
Estimated Tender amount R ,
Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started Date finalised Principal Contact person Telephone number Amount

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO
If "YES" provide details
.....
.....

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.
I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent Date
Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.
 Signature of applicant/Public Officer Date
Name of applicant/Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number...SASSA: 03-22-SCM-LP...
Closing Time 11:00	Closing date.....13 July 2022....

OFFER TO BE VALID FOR...90.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

STANDARD BIDDING DOCUMENT (SBD) 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

- 1.1** Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2** Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. BIDDER'S DECLARATION

- 2.1** Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES / NO**
- 2.1.1** If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

STANDARD BIDDING DOCUMENT (SBD) 4

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

I, the undersigned, (name) in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

STANDARD BIDDING DOCUMENT (SBD) 4

- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

STANDARD BIDDING DOCUMENT (SBD) 4

investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- a) The value of this bid is estimated to either not exceed R50 000 000 (all applicable taxes included) and therefore the ...80/20... preference point system shall be applicable; or
- b) ~~Either the 80/20 OR 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).~~

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration
number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One person business/sole propriety
 - Close corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....
.....
.....
.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional service provider
 - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in
business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the
company/firm, certify that the points claimed, based on the B-BBE status level of
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as
indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown
in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary
proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a
fraudulent basis or any of the conditions of contract have not been fulfilled, the
purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a
result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....



THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

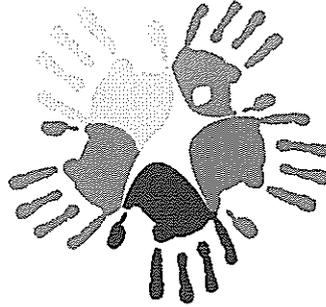
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

- 25. Force Majeure**
- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 26. Termination for insolvency**
- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
- 27. Settlement of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.
- 28. Limitation of liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

TERMS OF REFERENCE

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE
PROVIDER/S FOR THE SUPPLY AND DELIVERY OF STATIONERY TO
THE SOUTH AFRICAN SOCIAL SECURITY AGENCY IN LIMPOPO
REGION FOR A PERIOD OF 36 MONTHS**

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**TERMS OF REFERENCE FOR THE SUPPLY AND DELIVERY
OF STATIONERY FOR SASSA LIMPOPO REGION FOR A
PERIOD OF 36 MONTHS**

ACRONYMS

SASSA	:	South African Social Security Agency
GCC	:	General Conditions of Contract
SCC	:	Special Conditions of Contract
SBD	:	Standard Bidding Documents
B-BBEE	:	Broad Based Black Economic Empowerment
CIPC	:	Companies and Intellectual Property Commission
SANAS	:	South African National Accreditation System
SABS	:	South African Bureau of Standards
SMME	:	Small Micro Medium Enterprise
EME	:	Emerging Micro Enterprise
CSD	:	Central Suppliers Database
SARS	:	South African Revenue Services
VAT	:	Value Added Tax

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1. INTRODUCTION

The South African Social Security Agency (SASSA) has been established in terms of the South African Social Security Agency Act, 2004(Act No. 9 of 2004). SASSA is a schedule 3A public entity in terms of the Public Finance Management Act 1999 (Act No. 1 of 1999), as amended), and is responsible for the management, administration and payment of social assistance.

2. PURPOSE

Appointment of a service provider/s for the supply and delivery of stationery to the South African Social Security Agency in Limpopo Region for a period of 36 months.

3. BACKGROUND

3.1 SASSA Limpopo Region has contracted a service provider to supply and deliver stationery for a period of 36 months. The process ran expeditiously and there were no shortages of stationery items in the inventory warehouse. To ensure that service delivery is not disrupted in any form, the Region deems it necessary to appoint a service provider/s to supply and deliver stationery for a further period of 36 months.

3.2 SASSA Limpopo Region has a centralized Sub-inventory or warehouse which is located at 48 Landros Mare Street in Polokwane. The Regional Office is responsible for procurement, storage and distribution of various inventory items to all Districts, local offices and service points.

4. SCOPE of WORK

4.1 The successful Contractor must be able to:

- 4.1.1 Supply and deliver stationery to SASSA Limpopo as and when required.
- 4.1.2 Supply and deliver stationery items as enlisted on the attached **Annexure A.**

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5. DELIVERABLES

- 5.1 The Agency will place orders as and when required during the contract period.
- 5.2 The service provider must deliver stationery to SASSA within fourteen (14) business days for Items 1-81 on Annexure A; and items 82-87 that requires printing works should be delivered within twenty one (21) business days;
- 5.3 It is required from the service provider to keep stock of products and ensure that full delivery takes place according to order quantities
- 5.4 The service provider must provide their own labour for the offloading of the goods at the designated SASSA Office.
- 5.5 The service provider shall package the goods as is required to prevent their damage or deterioration during transit to the Storeroom at 48 Landros Mare Street; Polokwane.
- 5.6 The goods should meet SABS requirements where applicable.

6. SPECIAL CONDITIONS OF THE BID

- 6.1 The following are the special conditions for the bid:
 - 6.1.1 The reference letter/s for the provision of stationery exceeding the value of R200 000.00 per purchase order. A copy of the purchase order or contract to be attached for each reference letter. Reference letters without value or amount will not be considered. The reference letter/s must indicate the name of the client, project description, value and must be signed by a designated official who is a manager or above.
 - 6.1.2 Prospective service providers must bid for all items contained in Annexure A. Bids will be invalidated if some of the items have not been quoted for.

Bidders who fail to comply with the above requirements will be disqualified.

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7. BID AWARD AND CONTRACT CONDITIONS

7.1 The following conditions apply to the contract:

- 7.1.1 The Agency reserves the right to appoint one or more service providers or not to appoint any service provider at all.
- 7.1.2 The prospective service provider shall have to treat all available data provided by the Agency in the process as strictly confidential. Such data remains the property of the Agency.
- 7.1.3 Service provider may be required to undergo security vetting.
- 7.1.4 Bidders will be disqualified if found to have misrepresented information in their bid proposals.
- 7.1.5 The Agency will ensure that the service provider will be provided with all data required to render the services.
- 7.1.6 The service provider shall invoice the Agency in respect of goods supplied.
- 7.1.7 The agency shall pay the service provider the total amount claimed within 30 days of receipt of an eligible invoice.
- 7.1.8 The general conditions of contracts (GCC) as set out by the National Treasury will be applicable in all instances.
- 7.1.9 The service provider will be expected to enter into a service level agreement with SASSA, which will form the basis for compliance monitoring.
- 7.1.10 There will be proper compliance with delivery timelines.
- 7.1.11 There will be provision of quality products and compliance to standards

8. EVALUATION CRITERIA

8.1 Bids will be evaluated in terms of the below-mentioned criteria:

- Phase 1: Administrative compliance
- Phase 2: Functionality Criteria
- Phase 3: Price and preference points (80/20)

8.1.1 PHASE 1: ADMINISTRATION COMPLIANCE

9.1.1 Administrative Compliance
Proof of Registration on the Central Supplier Database (CSD) with National Treasury (CSD Registration Report)
Fully completed and signed Standard Bidding Document Forms (SBDs).

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Where a joint venture or consortium are formed, a copy of the joint venture or consortium agreement must be attached.

Bidders who fail to comply with the above requirements may be disqualified.

8.1.2 PHASE 2: FUNCTIONALITY CRITERIA

NO	Functionality Criteria	WEIGHTING
1	<p>Experience</p> <p>All bidders must provide reference letters for the provision of stationery exceeding the value of R200 000.00 per order.</p> <ul style="list-style-type: none"> • 1 reference letter = 1 point • 2 reference letters = 2 points • 3 reference letters = 3 points • 4 reference letters = 4 points • 5 or more reference letters = 5 points 	(50)
2	<p>Bidder's Proof of capacity to deliver</p> <ul style="list-style-type: none"> • Stock Level (Confirmation of stock on hand) or Letter of undertaking from any retailer/s or wholesaler/s confirming stock levels. • The stock levels should be based on Items on Annexure A: <ul style="list-style-type: none"> ○ 0 to 20 items = 1 point ○ 21 to 40 items = 2 points ○ 41 to 60 items = 3 points ○ 61 to 80 items = 4 points ○ 81 or more items = 5 points <p>NB: Letters of undertaking must be accompanied by stock level from any retailer/s or wholesaler/s as per Annexure A</p>	(20)
3	Transport	(20)

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	<p>Capacity to Deliver:</p> <p>Bidders must have the ability to transport goods safely to the designated location. Mode of transport should be a delivery vehicle, i.e. panel vans, trucks and utility cars (Sedans and hatchbacks will not be considered)</p> <p>Attach Proof of vehicle ownership in the name of the bidder or company director or Intent to lease (intent to lease letter signed by the bidder and the lessor)</p> <ul style="list-style-type: none"> o None = 1 point o Leased by the bidder = 3 points o Owned by the bidder or company director = 5 points 	
4	<p>Methodology</p> <ul style="list-style-type: none"> • Project Implementation Plan on how services will be rendered after a purchase order has been issued. 	(10)

NB: Bidders must obtain a minimum of 70 points on functionality evaluation to qualify for further evaluation on price and preference.

8.1.3 Phase 3 - PRICE AND PREFERENCE POINTS

Phase Three - Price and Preference Points	100
Price	80
B-BBEE Status Level of Contribution	20

Points awarded for B-BBEE Status Level of Contribution

- o Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

NB: Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Sworn Affidavit signed by Emerging Micro Enterprise (EME) representative and attested by the Commissioner of Oaths, or (CIPC BBBEE Certificate).

Failure to submit a certificate from accredited verification agency or sworn affidavit or CIPC BBBEE Certificate substantiating the BBBEE status level of contribution or is a non-compliant contributor, such bidder shall score 0 points out of the allocated maximum points for B-BBEE

9. PRICING

- 9.1. All unit prices must be quoted in South African Currency (ZAR) and must be inclusive of all overhead costs (transport, labour, etc.)
- 9.2. Price's must be VAT inclusive only for the service providers that are registered as VAT Vendors with SARS. If you are not a registered VAT vendor, the prices should exclude the VAT amount.
- 9.3. Price's should be fixed for **year 1**. CPI adjustments will be effected in the 2nd and 3rd year of the contract.

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10. SUB-CONTRACTING

- 10.1. It should be noted that the Agency expects the appointed service provider to take full responsibility and accountability to execute functions attached to the contract.
- 10.2. Under no circumstances will the Agency engage itself with sub-contractors or parties associated with the service provider, including suppliers' main suppliers or manufacturers. A bidder awarded a contract may only enter into a sub-contracting arrangement with the approval of the Agency.
- 10.3. The bidder awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level of contributor than the bidder concerned unless the bid is sub-contracted to an EME that has the capability and ability to execute the contract.

11. JOINT VENTURE AND CONSORTIUM

- 11.1. Companies will be individually required to comply with administrative compliance requirements.
- 11.2. In the event of a Joint venture and Consortium, the bidder must submit a consolidated BBBEE Status Level Contributor in the name of a Joint Venture and not for individual bidders/companies).
- 11.3. Failure to submit a consolidated BBBEE Status Level Contributor will result in a joint venture or consortium scoring zero (0) points for B-BBEE.

12. PERIOD OF CONTRACT

The duration of the contract shall be three years (36 months).

13. BRIEFING SESSION

No briefing session will be conducted.

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14. BID SUBMISSION AND ENQUIRIES

All Bid documents must be deposited in the tender box situated at:

SASSA Limpopo Regional Office

48 Landros Mare Street, Polokwane, 0699

Coordinates: -23.911385, 29.453520

All enquiries regarding the bid may be directed to the following officials:

For technical enquiries:

Name: Charity Sekhukhune

Tel: 015 291 7585

Email: CharityS@sassa.gov.za

For bid administration enquiries

Name: Andries Sibiya

Tel: 015 291 7617

Email: AndriesSib@sassa.gov.za

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Pricing Schedule – Annexure A

NO	DESCRIPTION	QUANTITY	UNIT PRICE (EXCL VAT)
1	A4 White Paper 80gm	Box (5 reams of 500 sheets)	
2	Hardcover Counter Books A4 – 2 Quire	Each	
3	Carbon A4 Duplicate Feint Ruled Book – 100 sheets blue	Each	
4	Ballpoint Pens – BIC Click or equivalent – black (box of 60)	Box	
5	Ballpoint Pens – BIC Click or equivalent – Red (box of 60)	Each	
6	Permanent Markers – Bullet tip 2.5mm – EK 70 – black	Each	
7	Eraser – white Rubber	Each	
8	Adhesive multipurpose re-usable – 100g	Each	
9	Paper slide Binders – 76mm	Each	
10	Paper Clips – 33mm	Per 100 Pack	
11	Paper Clips – 50mm	Per 100 Pack	
12	Paper Clips – 78mm	Per 100 Pack	
13	Rubberbands – 100g – size medium No 38 Size 150 X3.0	Per Pack	
14	Rubberbands – 100g – size Large No 64 Size 900 X 6.0	Per Pack	
15	Stapler Heavy Duty – Stapling up to 100 sheets	Each	
16	Stapler Standard 26/6 – Stapling up to 20 sheets paper Pro	Each	
17	Staples Standard – 56 26/6 – box of 5000	Per box	
18	Staples Heavy duty – 66/11 – box of 5000	Box	
19	Plastic Ruler – 30cm – Assorted colours	Each	
20	Endorsing Ink – 25ml – Black	Each	
21	Endorsing Ink – 25ml – Blue	Each	
22	HardCover A4 paper – Various colours (thickness)	Each	
23	Flag Pop Up Indexer 5 Colours 20 Sheets Per Pad. Set Of 5	Sets	
24	Pencils Hb Traditional 110 Hb - Top Quality Pencil	Each	
25	File A4 PVC 70 Lever Arch - 75mm- Blue	Each	
26	Pen Ballpoint Black - Fine Point (transparent)	Each	
27	"Drawing Pins ½ 12mm	Box of 100	

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28	Flag Sign Here Repositional -	Each	
29	File divider- A4 A-Z 16TAPS INDEX	Each	
30	Optiplan Containers 300 Archive Box A4	Each	
31	Spring Clip Box File- Plastic (code 3305)	Each	
32	Examination Pad Lined A4 100 Sheets Punched Feint Ruled With Margin	Each	
33	Highlighters Assorted Colours. Chisel Point (box of 10)	Box of 10	
34	Post It Notes 76 X 76mm Assorted Colours, Sheet Assorted Colours Self Adhesive	Each	
35	Gluestik 100g – 22g	Each	
36	Staple Remover Standard Size	Each	
37	Staple Remover Giant Size	Each	
38	Scissor –Stainless Steel Scissors 17cm Blade Office Use	Each	
39	Packaging Tape Strong Waterproof Tape Transparent Cartons Etc. 48 Mm X 50m Brown	Each	
40	Laminated Pouches A3 A3 250 Micron	Each	
41	Laminated Pouches A4 A4 150 Micron	Each	
42	File Plastic Pocket A4 250 Micron Transparent Multi Punched Filing Pockets	Each	
43	Quotation Folder A4- Red	Each	
44	Memo Cube Refills 90 X90 Mm White Paper Cube Refill Rainbow	Each	
45	Memo Cube Holder Transparent Paper Cube Holder. 400 Sheets Size 90 X 90 X 90mm	Each	
46	USB – 8GB	Each	
47	Letter Trays Stacking Plastic Assorted Colours. Single Tray. Stackable With Connectors Set Of 4	Each	
48	Batteries AAA Pack Of 4	Each	
49	Batteries Loud hailer	Each	
50	Calculator 12 Digit – 782c	Each	
51	Punch - 2-Hole - Office Desk P240 2-Hole Metal Adjustable Paper Guide. Capacity 40 sheets	Each	
52	Metal fastener	Each	
53	Indian Tags	Each	
54	Office Stamp pad cushion	Each	
55	Date stamp pad	Each	
56	Storage box for Maximum weight 15kg with cover	Each	

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57	Batteries AA pack of 4	Each	
58	Punch one Hole- heavy duty	Each	
59	Slider binder- Medium	Each	
60	Slider binder- large	Each	
61	Transparency sheets	Each	
62	Giant Stapler up to 300 sheets	Each	
63	Punch – 2-Hole Heavy Duty 2-Hole Metal Adjustable Paper Size. Capacity 65-80 sheets	Each	
64	Clipboard- 230 x 335mm A4	Each	
65	Gloves latex Medium	Each	
66	Gloves latex Large	Each	
67	Gloves Industrial medium	Each	
68	Gloves Industrial Large	Each	
69	Dust Mask-Nose and Mouth	20 PCs	
70	Flip Chart Paper-A1 flip Chart Pad 30 sheet	Each	
71	Erasable Marker EK70 (for notice board)	Each	
72	Date Stamp- 40 x 60mm 19/16" x2.3/8"	Each	
73	Certifying Stamp- 37x76mm 11/2"x3"	Each	
74	Stamp Commissioner of Oath- 40 x 60mm 119/16" x2	Each	
75	Finger Cones	Each	
76	Multiplug charging Points- 12 way Medium safe Multiplug 6x616A/6x5a with Cord (250v)	Each	
77	Extension Cord 10 meters (Red cap)	Each	
78	Tabs File Labels	Each	
79	Book analysis – 40 Cash Columns Across 1 Pages(310 x 490 mm)	Each	
80	Book analysis 18 Cash Columns Across 2 Pages(ANA 6018)	Each	
81	Pen Holder 5 Cubes	Each	
82	Grant Application Form - A4 Prints: Full Colour 1 side on NCR, 50 in duplicate Cover: 1 Colour 1 side on 80g bond 5 x diff Finishing: Q-bind 50 sets per book	Book of 50 forms	
83	Medical Assessment Referral Forms – A4 Prints: Full Colour 1 side on 80g bond Cover: 1 Colour 1 side on 80g bond. 100 per book Finishing: Q-bind 100 sets per book	Book of 100 forms	
84	Medical Assessment Books Disability Grant – A3 Prints: Full Colour 1 side on NCR, 50 in	Book of 50 forms	

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	duplicate Cover: 1 Colour 1 side on 80g bond 5 x diff Finishing: Q-bind/number/barcode		
85	Medical Assessment Books Grant in aid – A3 Prints: Full Colour 1 side on NCR, 50 in duplicate Cover: 1 Colour 1 side on 80g bond 5 x diff Finishing: Q-bind/number/barcode	Book of 50 forms	
86	Medical Assessment Books Care Dependency – A3 Prints: Full Colour 1 side on NCR, 50 in duplicate Cover: 1 Colour 1 side on 80g bond 5 x diff Finishing: Q-bind/number/barcode	Book 50 forms	
87	Z20 Folders - beneficiary files – A4 Prints: Full colour 1 side Folded into 3 Economy 130gsm	Each	
	TOTAL BID PRICE EXCLUDING VAT		
	VAT		
	TOTAL BID PRICE		

See The Attached Samples Of Item 82 To 87 Below:

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[*giving the right social grant, to the right person,
at the right time and place. NFIQ*]



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

Item 82

[**grant application form**]

GRANT APPLICATION RECEIPT

Social Assistance Act, 2004 (Act Number 13 of 2004)

The requirements contained below have been discussed with the applicant and he/she understand the contents thereof.



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SECTION A: APPLICANT

Surname	Application Date
Name(s)	
ID No.	Alternative ID
ID Type	

SECTION B: PROCURATOR

Surname	Application Date						
Name(s)							
ID No.							
Grant Type	OA	WV	DG	FCG	CDG	CSG	GIA

If your grant is approved;

- You are required to inform SASSA of any change in your and / or your spouse's / the applicant's circumstances — financial and / or personal.
- You are required to report any change in your address (residential and / or postal). Failure to keep SASSA informed of changes may result in you not receiving written communication from SASSA, which may result in your grant being suspended.

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10px;"> </td><td style="width: 10px;"> </td> </tr> </table>										
Signature: Applicant / Procurator	Date:										

LEFT THUMB PRINT	RIGHT THUMB PRINT
------------------	-------------------

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10px;"> </td><td style="width: 10px;"> </td> </tr> </table>											
Signature: Designated Officer	Date:	Name & Surname										

NB: You will be informed three (3) months in advance should you need to review or complete a life certificate

Helpdesk Enquiry Number: 0800 60 10 11

In accordance with Section 18(1) of the Act, you have the right to request SASSA to reconsider its decision by reporting to the local office nearest to where you stay within 90 days from the date of receipt of this letter.

SASSA Official Stamp

STAMP OUT SOCIAL GRANT FRAUD AND CORRUPTION

CALL: 0800 601 011 OR 0800 701 701

Form No.: 1029231

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GRANT APPLICATION FORM

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SOUTH AFRICAN SOCIAL ASSISTANCE BOARD

Instructions on filling this form:

1. This form must be completed in the presence of a SASSA Official.
2. Mark with an X in the appropriate box where relevant
3. Complete in CAPITAL letters and Write inside the boxes where applicable
4. Y means Yes, and N means No.

Type of Transaction	<input type="checkbox"/> New Application	<input type="checkbox"/> Re-Application	Type of Grant	<input type="checkbox"/> OA	<input type="checkbox"/> WV	<input type="checkbox"/> DG	<input type="checkbox"/> FCG	<input type="checkbox"/> CDG	<input type="checkbox"/> CSG	<input type="checkbox"/> GIA
---------------------	--	---	---------------	-----------------------------	-----------------------------	-----------------------------	------------------------------	------------------------------	------------------------------	------------------------------

FOR OFFICE USE ONLY

FORM COMPLETION	FORM CAPTURING	QUALITY CONTROL	SYSTEM VERIFICATION	
Form Completed by	Form Captured by:	Form Quality Controlled by:	Verified on the System by:	2 nd Level verified on System by
Name				
Surname				
User ID				
Signature				
Date				
Payment information		Outcome Delivery Method		
Monthly amount	<input type="checkbox"/> R	Letter of Outcome personally handed to Applicant?	<input type="checkbox"/> Y	<input type="checkbox"/> N
Arrear amount	<input type="checkbox"/> R	Provide Registered post number, if letter not handed over.		
First payment of	<input type="checkbox"/> R	Letter Sent by:		
Payable in		Date:		

SECTION A: PERSONAL DETAILS

Identification Type	ID Book	Temporary ID	Alternative ID	Refugee ID	Gender	Male	Female	
Refugee Expiry Date		Temporary ID Expiry Date						
Identity Number					Title	<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<input type="checkbox"/> Miss
Alternative ID Number					Affidavit Attached?	<input type="checkbox"/> Y	<input type="checkbox"/> N	
Receipt from Home Affairs available?	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date on Receipt					
Surname								
Full Names								
Initials		Date of Birth						
Applicant's Cell Number		Alt no						
Correspondence Language		Residence Code						

Application Date	Is Application lodged by a person in a state institution?
Residential Address	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Proof of discharge to be provided before payment can be effected.
	Citizenship
	SA Citizen <input type="checkbox"/> Permanent Resident <input type="checkbox"/> Refugee <input type="checkbox"/>
	Recipient
Postal Address	Personal (Self) <input type="checkbox"/> Procurator <input type="checkbox"/> Institution <input type="checkbox"/>
Postal Code	

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Spousal Relationship Status	Married	Never Married	Divorced	Widow / Widower	Desertion
ID Number of Spouse					
Spouse Date of Birth					

SECTION B: PAYMENT DETAILS

Method of Payment	Post Office	ACS	Cash	Pay-point Code				
Pay-point Name				Post Office Code				
Bank Payment Method (ACB)								
Bank Name			Name of Account Holder					
Account Type	Cheque	Savings	Transmission	Branch Code				
Account Number								

SECTION C: FINANCIAL DETAILS

		Applicant	Spouse/s	Dependent Child
ASSETS	(For grants for Older Persons, War Veterans & Disabled only)			
Property:				
(Occupied)	Municipal Value			
(Not Occupied)	Municipal Value			
	Outstanding Bond			
Cash/Investments	Cash/Investments/Bonds or Loans			
	Outstanding debts in favour of applicant &/or spouse			
	Shares, share capital or interest in assets			
	Endowment policies after maturity date			
	Cash in hand			
	Property rights			
	Lump sum invested with aim of procuring Annuity			
Assets donated:				
Date of donation:				
INCOME	(Taken into account for all Grant Types except Foster Child)			
	Compensation in cash or kind			
	Profits, withdrawals or benefits from farm or business			
	Income from Trust/ Inheritance			
	Income from property rights			
	Pension or Annuity			
	Ex-Gratia payments received			
	Rental Income			
	Maintenance received			
	Interest, Dividends			
	Other (Specify):			
	Income from SA or International Organisation			
Income donated:				
Date of donation:				
PERMISSIBLE DEDUCTIONS	Medical Aid			
	Pension/ provident fund or retirement annuity contribution			
	Tax			
	UIF			

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SECTION D: GRANT SPECIFIC REQUIREMENTS

1. Disability Grant

Disability Assessment Results

Recommended By Medical Officer Y N

Permanent? Y N

Temporary? Y N

Select Temporary Period in months (X relevant box)

6	7	8	9	10	11	12
---	---	---	---	----	----	----

Is Review recommended by Medical Officer? Y N

Indicate Review Period in Months

2. War Veterans Grant

Force Number (complete below)

Name of War 2 World War Korean war

Disability Assessment Remarks:

3. Grant in Aid

Date of Application

Approved

Not Approved

Maintained in an institution subsidized by the State?

Yes No

4. Child Support Grant (1)

Child Support Grant (2)

Is the Child a SA Citizen Y N

Child's ID No.

Alternative ID No.

Home Affairs receipt attached Y N Receipt Date

Surname

Name(s)

Date of Birth Gender M F Gender M F

Applicant's relationship to child Parent Primary care giver Parent Primary care giver

Previous Beneficiary ID No.

Are you formally or informally employed to care for the child? Y N Y N

Is the child resident with you? Y N Y N

Proof of school attendance attached Y N Y N

Name of School

Address of School

If proof of school attendance is not provided, letter issued to primary care giver? Y N Y N

5. Foster Child Grant (1)

Foster Child Grant (2)

Is the Child a SA Citizen Y N

Child's ID No.

Alternative ID No.

Home Affairs receipt attached Y N Receipt Date Y N Receipt Date

Surname

Name(s)

Date of Birth Gender M F Gender M F

Live with applicant? Y N School going? Y N Y N School going? Y N

Grant Continuance approval

Court order No.

Court order date

Application date of Child

Review date of Child

Court order extension date

Court order expiry date

Date of transfer

Is Foster Parent related to child? Y N If so, what relationship Primary Care Giver Sibling Blood Relative

Previous Beneficiary ID number

6. Care Dependency Grant (1)										6. Care Dependency Grant (2)																
Is the Child a SA Citizen					Y	N						Y					N									
Child's ID No.																										
Alternative ID No.																										
Home Affairs receipt attached					Y	N	Receipt Date					Y					N	Receipt Date								
Surname																										
Name(s)																										
Date of Birth					Gender					M	F	Date of Birth					Gender					M	F			
Live with applicant?					Y	N	School going?					Y	N	Y					N	School going?					Y	N
Assessment Date																										
Assessment date of child																										
Child's status refused					Refused by Medical Officer					Y	N	Refused by Medical Officer					Y	N								
Relationship of Applicant to child?					Parent					Foster Parent					Primary Care Giver											
Spouse relationship to child?					Parent					Foster Parent					Primary Care Giver											
Previous Beneficiary ID number																										

SECTION E: PROCURATOR INFORMATION

Procurator ID Number										Title					Mr.	Ms.	Miss			
Surname																				
Name										Initials										
Postal Address																				
										Postal Code										
Residential Address																				
										Postal Code										
Cell Number										Alt. Number										
Date of Appointment										Date of Birth										
Reason	Inability for Personal Receipt					Misspending of Grant					Type of Application					Procurator				
Declaration										Note: Procurators are restricted to collecting for a maximum of five (5) beneficiaries										
I declare that:																				
<ul style="list-style-type: none"> • I am permanently resident in RSA. • I am not un-rehabilitated insolvent. • I am willing to be appointed as the Procurator. • I am not owed money by Applicant. • I will hand over the social assistance to the Applicant. • I will inform SASSA of any changes in the Applicant's circumstances. • I will inform SASSA if the Applicant leaves the country. • The address provided is a valid and complete address at which post can be delivered. • I undertake to inform SASSA if there is any change in my or the Applicant's address. 																				
I know and understand the contents of this declaration, and confirm that the contents are true and correct.																				
Signature of Procurator										Signature of Designated Officer										
Date										Date										

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DECLARATION BY APPLICANT (AFFIDAVIT)

I, the undersigned, hereby apply/ apply on behalf of the Applicant, for the grant as indicated on the application form and declare that:

- a) Particulars furnished on this form including financial details/ annexures are to the best of my knowledge and believe true and correct;
- b) I am aware that any false declaration is punishable by law;
- c) I undertake to notify SASSA of any changes in my circumstances/circumstances of the Applicant relating to this application;
- d) The address provided is valid and complete address to where all official notification will be sent;
- e) I under take to notify SASSA of any change in my / the Applicant's address;
- f) I am/ the Applicant is not maintained in a state funded institution.

I hereby *give / *do not give consent to SASSA to confirm my financial standing with any financial Institution in terms of Regulation 30 to the Social Assistance Act, 13 of 2004.

I further *give / *do not give consent under Section 68(5)(b) of the Tax Administration Act, 2011, that the South African Revenue Services (SARS) may disclose information to SASSA to confirm my financial standing with SARS.

Signature or Thumbprint of Applicant

Date

--	--

Remarks:

SASSA Official Stamp

The above statement was explained to the Applicant / Procurator and he / she is satisfied with the contents thereof.
 The Applicant / Procurator was asked the following questions:

- a) Are you conversant with the contents of the above declaration and do you understand it? Yes No
- b) Do you have any objection to taking the oath / declaration? Yes No
- c) Do you regard the oath / declaration as binding on your conscience? Yes No

Thus signed and sworn / confirmed to on this _____ day of _____ 20____, the deponent having acknowledge that he / she knows and understands the contents of this affidavit, has no objection to taking the oath / affirm the affidavit, having sworn / confirmed that the contents thereof are true and correct and that he / she considers the oath / declaration to be binding on his / her conscience.

Signature: Designated Attesting Officer	Name & Surname	Signature: Designated Verifying Officer	Name & Surname

giving the right social grant to the right person
at the right time and place. NHIU



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

Item 83

medical assessment referral form

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CONSENT TO OBTAIN MEDICAL INFORMATION

I, the undersigned

(Full names of applicant)

(Identity number)

hereby give permission to any medical practitioner or health care professional, privately employed or in the service of the State or the South African Social Security Agency (SASSA), including part time medical officers employed by the South African Social Security Agency (SASSA) and/or any other officer employed by the said Agency, to have access to all my medical information and records concerning my medical condition. I further give permission that copies of any records may be furnished to any of the above mentioned officials.

Signed at _____ on _____

(Insert the place) (Insert the date)

SIGNATURE OF APPLICANT / BENEFICIARY

AS WITNESSES:

1. _____
2. _____



SASSA

SOUTH AFRICAN SOCIAL SECURITY AGENCY

[paying the right social grant, to the right person, at the right time and place. N/A/O]

Item : 84

medical assessment Disability Grant

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required documentation

- Medical referral form
- ID Document
- Clinical / medical records

Clinical / medical records are always required except where the client has a disabling condition for which they are not currently receiving treatment. Such clients are nonetheless expected to provide SASSA with a complete medical referral form & their ID document.

- SRD - Social Relief of Distress Grant
- GIA - Grant in Aid
- DG - Disability Grant
- CDG - Care Dependency Grant
- RBG - Random Blood Glucose
- BP - Blood Pressure
- BMI - Body Mass Index

Instructions on completion of this form: Please write legibly and in capital letters. This form must not be passed over to Client. Mark with X where appropriate.

Part A: Client's Particulars (To be filled by SASSA Official)

Client's ID	Client's Name	Client's Address	Client's Telephone	Client's Email
Client's Date of Birth	Client's Gender	Client's Marital Status	Client's Education Level	Client's Occupation
Client's Highest Level of Education Attained	Client's Previous Occupation	Client's Reason for Assessment	Client's Date of Assessment	Client's Review Date

Part B: Details of SASSA Official

Official's Name	Official's Signature	Official's Title	Official's Contact No.	Official's Address
Official's ID	Official's Date of Birth	Official's Gender	Official's Marital Status	Official's Education Level

Part C: History & Confirmation of Impairment (To be completed by Medical Officer) Attach relevant report (s) if available

Has the doctor confirmed the identity of the client? Yes No

If answer is no, state reason: _____

Presenting complaints: _____

Is the client receiving treatment? Yes No Where? _____ Clinic _____ Hospital _____

Type of intervention & compliance: Yes Medical No Surgical Yes Rehabilitation No

Etiology (Especially if surgical or rehab): _____

Relevant treatment given: _____

Compliance: (a) Yes No (b) Yes No (c) Yes No (d) Yes No

Part D: Examination / Verification (Assessment of disability). Attach relevant report (s) & previous assessment form, if applicable

General Physical Appearance: _____

Vital Signs if Applicable: BP _____ Height _____ Weight _____

Functional Curtailment	Elaborate				
	Very Serious	Serious	Moderate	Slight	None
Cardiovascular	1	2	3	4	5
Respiratory	1	2	3	4	5
Neurological	1	2	3	4	5
G. Psychiatric	1	2	3	4	5
Musculoskeletal	1	2	3	4	5
Sight	1	2	3	4	5
Hearing	1	2	3	4	5
Mental/Emotional	1	2	3	4	5
Other specify	1	2	3	4	5

Part E: Recommendations

Diagnosis: _____

Identity number: _____

Communications	Yes	No	Elaborate
Optimal Treatment	Yes	No	Elaborate
Refer for further treatment	Yes	No	Elaborate
Compliance with treatment	Yes	No	Elaborate
Has the client reached Maximal Medical Improvement	Yes	No	Elaborate
Is the client in a stable/long-term institution?	Yes	No	Elaborate

The client is expected to be in a state/long-term institution for a period of: _____

Severity of impairment: _____ Mild _____ Moderate _____ Severe _____

Does the impairment affect client's ability to enter open labour market? Yes No

Certification

Having conducted the assessment and considering the findings, I certify the applicant disabled: Yes No

Social Assistance/ Grants Recommended

Disability Grant: Yes No

Indicate period in months: 6 | 7 | 8 | 9 | 10 | 11 | 12

Temporary: Yes No

If the Disability last for less than six months: _____

If the client's disability necessitate regular attendance by another person: _____

Part F: Declaration

The assessor is not bound by Sections 29 and 31 of Social Assistance Act 13 of 2004 as highlighted above. I hereby declare that I have examined the client and the findings furnished by me in this assessment report are true and correct to the best of my knowledge.

Please write legibly and in capital letters.

Doctor's full names: _____ Tel: _____ Cell: _____

Contact details: _____

MP Number: _____

Doctor's Signature: _____

Date: _____

Official Stamp

SASSA reserves the right to conduct quality assurance on all completed Medical Assessment reports.



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THE STATE AGENCY FOR SENIORS - ALLEGANY COUNTY

Resolving the needs and concerns of the aging population of Allegheny County

Item: 85

[medical assessment Grant in Aid

- Required documentation
- Medical referral form
 - ID Document
 - Clinical / medical records

Clinical / medical records are always required except where the client has a disabling condition for which they are not currently receiving treatment. Such clients are nonetheless expected to provide SAESSA with a complete medical referral form & their ID document.

- SRD - Social Relief of Distress
- GIA - Grant in Aid
- DG - Disability Grant
- CDG - Care Dependency Grant
- RBG - Random Blood Glucose
- BP - Blood Pressure
- BMI - Body Mass Index



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MEDICAL ASSESSMENT: GRANT IN AID

Ref No: 5049001 GIA

SASSA Official Stamp

Information is derived by this form. Changes, if any, should be reported to the client. This form must be completed by the client. Please call X when appropriate.

Part A: Client's Particulars (To be filled by SASSA Official)

Form with fields for ID, Name, Address, Contact No, and Assessment date.

Part B: Details of SASSA Official

Form with fields for Official's Name, Signature, and Contact No.

Part C: History & Confirmation of Impairment (To be completed by Medical officer)

Form with fields for medical history, symptoms, and confirmation of impairment.

Part D: Examination/ Verification (Assessment of disability)

Form with fields for General Physical Appearance, Age, Weight, and Height.

Functional Curtilment

Table with columns for Functional Curtilment (Very Severe, Severe, Moderate, Slight, None) and rows for various medical conditions.

Relates reports from Social Worker/Medical Officer

Form with fields for Diagnosis (evidence based), complications, and prognosis.

Form with fields for 'Is there activity limitation?' and 'Elaborate (relative to benefits of assistive devices?)'.

According to Section 30 of Social Assistance Act 13 of 2004, any person is guilty of an offence if he/she intentionally furnishes the Agency with false or misleading information. Section 31 of the same act states that any person convicted of an offence in terms of this Act is liable to a fine or imprisonment for a period not exceeding 15 years.

I hereby acknowledge that I was assessed by the medical assessor

Form with fields for Signature of client and Thumb print of client.

Part E: Recommendations

Form with a grid for Recommendations.

Clinical Summary

Form with fields for Diagnosis, Complications, and Optimal Treatment.

The client requires regular attendance by another person

Form with fields for Elaborate and GRANT IN AID RECOMMENDED.

Part F: Declaration

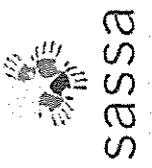
The assessor is also bound by Sections 30 and 31 of Social Assistance Act 13 of 2004 as highlighted above. I hereby declare that I have examined the identified client. All particulars furnished by me in this assessment report are true and correct to the best of my knowledge. Please write legibly and in capital letters.

Form with fields for Doctor's full names, Contact details, MP Number, Doctor's Signature, and Date.

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Ref No.: 5748311 GIA
 SASSA Official Stamp



**MEDICAL ASSESSMENT:
 GRANT IN AID**

Please print legibly and in capital letters. This form must be completed by the client. This form must not be handed over by other persons and it remains confidential.

Part A: Client's Particulars (To be filled by SASSA Official)

ID	Other methods of identification used	Male	Female
Form of Identification			
Identity Number			
Smart ID			
Madan Sirmamo			
Full Name's			
Client Contact No			
Local Office			

Assessment date: / / Purpose of Assessment (tick a box)
 1st application Re-application Review

Highest level of education attained: / /

Part B: Details of SASSA Official

Official's Name: _____ SASSA user ID: _____
 Signature: _____ Contact No: _____
 District: _____ Assessment Site: _____ Town: _____

Part C: History & Confirmation of Impairment (To be completed by Medical officer)

Has the doctor confirmed the identity of the client? Yes No Age according to Identification Document Yes No Answer is not applicable

Presenting complaints: _____

Which grant type is the client receiving? Disability Grant War Veteran Old Age Yes No

Is there a concurrent medical condition? Yes No

Elaborate: _____

Treatment: Yes No Complications: Yes No

Part D: Examination/ Verification (Assessment of disability)

General Physical Appearance: Weight: _____ Height: _____

Functional Impairment	Elaborate				
	Very Serious	Serious	Moderate	Slight	None
Cardiovascular	1	2	3	4	5
Respiratory	1	2	3	4	5
Neurological	1	2	3	4	5
G. Metabolic	1	2	3	4	5
Musculoskeletal	1	2	3	4	5
Sight	1	2	3	4	5
Hearing	1	2	3	4	5
Mental condition	1	2	3	4	5
Downgraded medical condition	1	2	3	4	5
Other specialty	1	2	3	4	5

Refer reports from Social Worker/Medical Officer: _____

Diagnosis, evidence latest detailing resuscitations and prognosis: _____ Age: _____

Is there active irritation? Yes No If yes, with assistant doctors? Yes No

Elaborate (write to benefit of assistive devices): _____

Comments on referral form of clinical findings: Agree Disagree Elaborate

According to Section 49 of Social Assistance Act 13 of 2004 any person is guilty of an offence if he/she intentionally furnishes the Agency with false or misleading information. Section 31 of the same Act states that any person convicted of an offence in terms of this Act is liable to a fine or imprisonment for a period not exceeding 15 years.

I hereby acknowledge that I was assessed by the medical assessor

Signature of client: _____ Thumb Print: _____
 Signature of client: _____ Thumb print of client: _____

Part E: Recommendations

Identify number: _____

Clinical Summary

Diagnosis: _____

Complications	Yes	No	Elaborate
Optimal Treatment	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Elaborate	
Risk for further treatment	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Elaborate	
Compliance to treatment	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Elaborate	
Is the client in a state-funded institution?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Elaborate	

The client requires regular attendance by another person Yes No

Elaborate: _____

GRANT IN AID RECOMMENDED Yes No

Part F: Declaration

The assessor is also bound by Sections 30 and 31 of Social Assistance Act 13 of 2004 as mentioned above. I hereby declare that I have examined the identified client. All particulars furnished by me in this assessment report are true and correct to the best of my knowledge.

Please write legibly and in capital letters.

Doctor's full names: _____ Tel: _____ Cell: _____
 Contact details: _____
 IDP Number: _____
 Doctor's Signature: _____
 Date: / / _____
 Official Stamp: _____

SASSA reserves the right to conduct quality assurance on all completed Medical Assessment reports.



B 00209503 CDG
TO
B 00209552 CDG

Item

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[*paying the right social grant, to the right person, at the right time and place. N/AI/O!*]



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

[medical assessment care dependency]

...required except where the client
...which they are not currently receiving
...nonetheless expected to provide
...medical referral form & their ID document.

- SRD - Social Relief of Distress
- GIA - Grant in Aid
- DC - Disability Grant
- CDG - Care Dependency Grant
- RBG - Random Blood Glucose
- BP - Blood Pressure
- BMI - Body Mass Index

SASSA Official Stamp



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MEDICAL ASSESSMENT: CARE DEPENDENCY GRANT

Instructions on completing this form: Please write legibly and in capital letters. This form must be filled out by the caregiver. Mark with X where appropriate.

Part A: Caregiver's Particulars (To be filled by SASSA Official)

Form of Identification: Identity Number, Surname, Maiden Surname, Full Names, Client's Contact No, Local Office. Other methods of identification used: All no, Service point (if applicable).

Part B: Child's Particulars (To be filled by SASSA Official)

Form of Identification: Birth Certificate, Identity Number, Surname, Client's Contact No, Client's Office. Other methods of identification used: All no, Service point (if applicable). Purpose of Assessment (tick a box): 1st Application, Remedial classes, Special school, Government funded institution.

Part C: To be completed by SASSA Official

Officer's Name, Signature, District, Assessment Site, Paediatrician, NGO, Social worker.

Part D: To be completed by Medical Officer

Child referred by: School, Social worker, NGO. Presenting complaint according to caregiver. Presenting complaint according to child (after probing). When was the health condition of the child diagnosed? Is the child receiving treatment? Type of intervention: Medical, Surgical, Rehabilitation, Other specify. Elaborate (Especially if surgical or rehab).

Part E: Examination/Verification (Functional Assessment)

How has the child's condition progressed (relevant treatment given): Improved, Remained the same, Deteriorated. Compliance: YES/NO. Elaborate.

Part F: Recommendations

Clinical Summary, Diagnosis, Current complications, Is the caregiver ensuring adequate compliance?, Has the child reached maximal improvement?, Does the child have a permanent disability that warrants permanent care that will last until the age of 18? CARE DEPENDENCY GRANT RECOMMENDED: Yes/No.

Official stamp

SASSA reserves the right to conduct quality assurance on all completed Medical Assessment reports.





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SOUTH AFRICAN SOCIAL SECURITY AGENCY

SOUTH AFRICAN SOCIAL SECURITY AGENCY

NAME(S): _____

SURNAME: _____

DATE OF BIRTH: _____

Child Details	
Name(s):	Date of Birth:

Service Officer: _____

Item 8.7

GRANT TYPE

NUMBER

ALTERNATIVE ID NO



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SOUTH AFRICAN SOCIAL SECURITY AGENCY

NAME(S):

SURNAME:

DATE OF BIRTH:

SEX:

APPLICANT'S SIGNATURE

DATE OF SIGNATURE

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